## SIDE LETTER OF AGREEMENT MODIFYING THE 2023-2025 MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL 829, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFSCME AND THE MENLO PARK FIRE PROTECTION DISTRICT

This Side Letter of Agreement ("Side Letter") is entered into by and between the Menlo Park Fire Protection District ("District") and the Local 829, American Federation of State, County, and Municipal Employees ("AFSCME").

## **RECITALS**

WHEREAS, District and AFSCME entered into a Memorandum of Understanding effective January 1, 2023, through December 31, 2025 ("MOU"); and

WHEREAS, the District and AFSCME desire to modify certain terms and conditions of the MOU as set forth in this Side Letter:

The District and AFSCME agree as follows:

## **TERMS**

1. MOU Section 12.4, "Dental," shall be replaced in its entirety as follows:

The District shall contribute one hundred twenty-seven dollars (\$127.00) per month toward the District's dental plan for employees under the District-wide dental program. It will be pro-rated at the beginning and end of employment. During the term of this agreement, the District shall pay any administrator fees. Any surplus at the end of the dental plan year shall be carried over to the following dental plan year. An employee's eligibility to use the maximum annual benefit, exclusive of use for orthodontia, shall be front-loaded to the beginning of the plan year.

Contingent on implementation for other employee groups, including agreement and satisfaction of applicable meet and confer for represented employees, the District and Union agree (a) if there is no surplus at the end of the 2023 or 2024 dental plan years, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year; (b) regardless of the status of any surplus or carryover of dental funds at the end of the 2025 dental plan year, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year in the 2026 dental plan year; and (c) the orthodontia limit shall be increased to \$3,500 per plan year.

- 2. All changes in this Side Letter will be incorporated into the successor District-AFSCME MOU.
- 3. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein.
- 4. Assuming signatures of all parties below, and following Board approval, this Side Letter shall become effective January 16, 2024.

	DocuSigned by:
Dated: 3/25/2024	Mark Corenzen
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	Fire Chief
	MPFPD
	DocuSigned by:
Dated: 1/17/2024	- Junt
	Francine Munt
	Administrative Services Director
	MPFPD
	DocuSigned by:
Dated: 1/17/2024	Eristin MacDonald
	Kristin MacDonald
	Human Resources Manager
	MPFPD
	DocuSigned by:
Dated: 1/23/2024	
	Ry # 1 Pina Pina Pina Pina Pina Pina Pina Pina
	President, AFSCME Local 829
	Union Representative (Temporary), AFSCME
	Council 57
	DocuSigned by:
Dated: 1/17/2024	Rudy Tomes
	Rutty #ชิศายร์ Shop Steward
	Fleet Supervisor